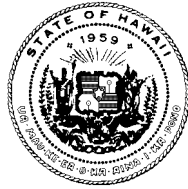


**State of Hawai'i**  
**Department of Human Services**  
**Social Services Division**

**RFP Title:**  
**Supplemental Security Income (SSI)**  
**Legal Advocacy Services**  
**Statewide**

**RFP Number:**  
**HMS 301-62**



STATE OF HAWAII  
DEPARTMENT OF HUMAN SERVICES

Social Services Division  
810 Richards Street, Suite 400  
Honolulu, Hawaii 96813

April 23, 2004

MEMORANDUM

TO: Prospective Applicants

FROM: Amy Tsark  
Acting Social Services Division Administrator

SUBJECT: SOCIAL SERVICES DIVISION'S REQUEST FOR PROPOSALS (RFP)

Attached is the Request for Proposals (RFP) for Supplemental Security Income (SSI) Legal Advocacy Services statewide for Department of Human Services (DHS) children in foster care. Service activities shall include reviewing records and evaluating likely eligibility, completing and submitting applications and appeals, gathering additional medical and other information, and training DHS staff to facilitate the referral process. The contract is expected to run from July 1, 2004, through June 30, 2005, with an option to extend annually for three (3) additional years subject to availability of funding as well as satisfactory performance.

Applicants must submit an original and five (5) copies of each completed proposal. Proposals must be delivered by 4:30 p.m. on Monday, May 24, 2004, or be postmarked by the United States Postal Service no later than Monday, May 24, 2004. Proposals that are late or sent by facsimile or by electronic means will not be accepted. Completed proposals must be delivered or mailed to the following address:

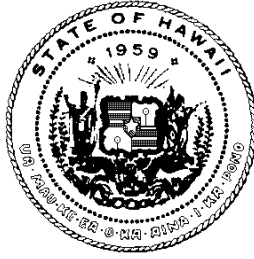
Department of Human Services  
Social Services Division  
Support Services Office  
810 Richards Street, Suite 501  
Honolulu, Hawai'i 96813

An ORIENTATION session for this RFP will be held on Monday, May 3, from 10:00 a.m. to 11:30 a.m. in conference room 5 at the above address. For more information about the orientation or for special accommodations or to participate by phone, call Mr. David Boerner at (808) 586-5665.

If you have questions about the RFP, please refer to Section 1, Part VI, Submission of Questions, and Section 2, Part II-F, Contact Person, of the RFP for information on the question and answer process and whom to contact. Thank you for your interest. We look forward to your proposal.

Attachment

SSO/FRPS/POS-GM: db; David Boerner/586-5664  
AN EQUAL OPPORTUNITY AGENCY



**STATE OF HAWAII**  
**DEPARTMENT OF HUMAN SERVICES**  
**SOCIAL SERVICES DIVISION**

**PROPOSAL MAIL-IN & DELIVERY INFORMATION SHEET**

**SUPPLEMENTAL SECURITY INCOME LEGAL ADVOCACY SERVICES**

**ONE ORIGINAL AND FIVE COPIES OF THE PROPOSAL ARE REQUIRED.**

**MAIL-INS MUST BE POSTMARKED BY USPS BEFORE 12:00 MIDNIGHT, MAY 24, 2004**

**HAND DELIVERIES WILL BE ACCEPTED UNTIL 4:30 P.M., MAY 24, 2004.**

**ALL MAIL-INS & HAND DELIVERIES MUST GO TO:**

Department of Human Services  
Social Services Division  
Support Services Office  
810 Richards Street, Suite 501  
Honolulu, Hawaii 96813

**DHS RFP CONTACT PERSON:**

Randy Fonseca  
For further info. or inquiries  
Phone: (808) 586-5692  
Fax: (808) 586-4806

**BE ADVISED:**

- All mail-ins postmarked by USPS after 12:00 midnight, May 24, 2004, will not be accepted for review and will be returned.
- Hand deliveries will not be accepted after 4:30 p.m., May 24, 2004.
- Deliveries by private mail services such as Fedex shall be considered hand deliveries and will not be accepted if received after 4:30 p.m., May 24, 2004.

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# **Section 1**

# **Administrative**

# **Overview**

**RFP # HMS 301-62**

**SUPPLEMENTAL SECURITY INCOME  
LEGAL ADVOCACY SERVICES**

**STATEWIDE**

## **Section 1**

### **Administrative Overview**

Applicants are encouraged to read each section of the Request for Proposals (RFP) thoroughly. While sections such as the administrative overview may appear similar among RFPs, State purchasing agencies may add additional information as applicable. It is the responsibility of the applicant to understand the requirements of *each* RFP.

#### **I. Authority**

This RFP is issued under the provisions of the Hawai'i Revised Statutes, Chapter 103F and its administrative rules. All prospective applicants are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed proposal by any prospective applicant shall constitute admission of such knowledge on the part of such prospective applicant.

#### **II. RFP Organization**

This RFP is organized into five sections:

*Section 1, Administrative Overview*--Provides applicants with an overview of the procurement process.

*Section 2, Service Specifications*--Provides applicants with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables (as applicable).

*Section 3, POS Proposal Application*--Describes the required format and content for the proposal application.

*Section 4, Proposal Evaluation*--Describes how proposals will be evaluated by the State purchasing agency.

*Section 5, Attachments* --Provides applicants with information and forms necessary to complete the application.

#### **III. Contracting Office**

The Contracting Office is responsible for overseeing the contract(s) resulting from this RFP, including system operations, fiscal agent operations, and monitoring and assessing provider performance. The Contracting Office is:



State of Hawai'i Department of Human Services  
 Social Services Division  
 Support Services Office  
 Purchase of Services Unit  
 810 Richards Street, Suite 501  
 Honolulu, Hawai'i 96813  
 Phone: (808) 586-5665; Fax: (808) 586-5606

#### **IV. Procurement Timetable**

<b>Activity</b>	<b>Scheduled Date</b>
Public notice announcing RFP	4/23/04
Distribution of RFP	4/23/04
RFP orientation session	5/3/04
Closing date for receipt of questions for written responses	5/8/04
State purchasing agency's response to applicants' questions	5/14/04
Discussions with applicant prior to proposal submittal deadline (optional)	As Needed
Proposal submittal deadline	5/24/04
Discussions with applicant after proposal submittal deadline (optional)	At DHS Option
Final revised proposals (optional)	As Needed
Provider selection (estimated)	5/31/04
Notice of statement of findings and decisions (estimated)	6/4/04
Contract start date	7/01/04

#### **V. Orientation**

An orientation for the RFP will be held on Monday, May 3, 2004, from 10:00 a.m. to 11:30 a.m. at:

City Center  
 810 Richards Street, Suite 501  
 Conference Room 5  
 Honolulu, Hawai'i 96813 Phone (808) 586-5664

Telephone participation possible. Contact David Boerner at (808) 586-5664 to make arrangements.

Applicants are encouraged to submit written questions prior to the orientation. Impromptu questions will be permitted and spontaneous answers provided at the orientation at the State purchasing agency's discretion. Verbal answers provided at the orientation are only intended as general direction and may not represent the State purchasing agency's position. Formal official responses will be provided in writing. To ensure a written response, any oral questions should be submitted in writing following the close of the orientation, but no later than the submittal deadline for written questions indicated in the next paragraph (VI. Submission of Questions) in order to generate a written State purchasing agency response.

## VI. Submission of Questions

Applicants may raise questions to the RFP contact person identified in Section 2 of this RFP until the deadline for receipt of proposals on May 24, 2004. The deadline for receipt of written questions which will generate a written response is 4:30 p.m. H.S.T. on May 8, 2004. All written questions received by that time will receive a written response from the State purchasing agency. Written questions may be delivered in person or by courier or mailed via the U.S. Postal Service to the contracting office in part III above and to the attention of the contact person specified in Section 2 of this RFP. The State purchasing agency will not guarantee a written response to questions submitted by fax or by e-mail. State purchasing agency's written responses to written applicant questions will be sent by May 14, 2004, by fax and/or by mail via the U.S. Postal Service.

## VII. Submission of Proposals

Proposals must be delivered or mailed by the United States Postal Service to the address of the contracting agency specified in Item III above. Proposals must contain all components. Please refer to the Competitive POS Application Checklist (Section 5, Attachment A) for information on: 1) where to obtain the forms/instructions; 2) additional program specific requirements; and 3) the order in which all components of the application should be assembled and submitted to the State purchasing agency. Proposals must contain the following components:

- (1) ***POS Proposal Application (Form SPO-H-200A), including Title Page (Form SPO-H-200) and Table of Contents*** - Applicant shall submit a comprehensive narrative that addresses all of the issues contained in the POS Proposal Application, including a cost proposal/budget if applicable. (Refer to Section 3 of this RFP.)
- (2) ***Competitive POS Application Check List*** – Provides applicants with information on where to obtain the required forms, information on program specific requirements, and the order in which all components should be assembled and submitted to the State purchasing agency.
- (3) ***Registration Form (SPO-H-100A)*** – If applicant is not pre-registered with the State Procurement Office (business status), this form must be submitted with the application. If applicant is unsure as to their pre-registration status, they check the State Procurement Office website at:  
<http://www2.hawaii.gov/spoh/>  
 Click on *Provider Lists*. . . *The Registered List of Private Providers for Use with the Competitive Method of Procurement*  
 Or call the purchasing agency at (808) 586-5664 or the State Procurement Office at (808) 587-4706.
- (4) ***Tax Clearance Certificate (Form A-6)*** - An original **or** certified copy of a valid tax clearance certificate issued by the Hawai'i State Department of Taxation (DOTAX) **and** the Internal Revenue Service (IRS) shall be submitted with the proposal by the due date and time. The two-part Tax Clearance Application

(Form A-6) that combines DOTAX and IRS tax clearance shall be used for this purpose. The certificate shall be dated no earlier than six (6) months prior to the deadline for submittal of the RFP.

- (5) ***Certifications*** - Federal and/or State certifications, as applicable and as may be attached to Section 5 of this RFP.
- (6) ***Program Specific Requirements*** - Additional program specific requirements are included in Sections 2 and/or 3, Service Specifications and the POS Proposal Application, as applicable.

Multiple or alternate proposals shall **not** be accepted unless specifically provided for in Section 2 of this RFP. In the event alternate proposals are **not** accepted and an applicant submits alternate proposals but clearly indicates a primary proposal, it shall be considered for award as though it were the only proposal submitted by the applicant.

One original and 5 copies of the proposal are required. Proposals must be postmarked or hand delivered by the date and time designated on the Proposal Mail-In and Delivery Information Sheet attached to this RFP. Any proposal post-marked or received after the designated date and time shall be rejected. Submission of proposals by facsimile, e-mail, or computer diskettes will not be accepted.

## **VIII. Discussions with Applicants Prior to, or After Proposal Submittal Deadline**

Discussions may be conducted with applicants who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without discussions, in accordance with the administrative rules.

## **IX. Additional Materials and Documentation**

Upon request from the State purchasing agency, each applicant shall submit any additional materials and documentation reasonably required by the State purchasing agency in its evaluation of the proposals.

## **X. RFP Amendments**

The State reserves the right to amend this RFP at any time prior to the closing date for the final revised proposals.

## **XI. Final Revised Proposals**

The applicant's final revised proposal, *as applicable* to this RFP, must be postmarked or hand delivered by the date and time specified by the State purchasing agency. Any final revised proposal post-marked or received after the designated date and time will be rejected. If a final revised proposal is not submitted, the previous submittal will be construed as their best and final offer/proposal. *Only the section(s) of the proposal that are amended shall be submitted by the applicant, along with the POS Proposal*

*Application Title Page (SPO-H-200).* After final revised proposals are received, final evaluations will be conducted for an award.

## **XII. Cancellation of Request for Proposal**

The request for proposal may be canceled, and any or all proposals may be rejected in whole or in part, when it is determined to be in the best interests of the State.

## **XIII. Costs for Proposal Preparation**

Any costs incurred by applicants in preparing or submitting a proposal are the applicants' sole responsibility.

## **XIV. Provider Participation in Planning**

Provider participation in a State purchasing agency's efforts to plan for or to purchase health and human services prior to the State purchasing agency's release of a request for proposals, including the sharing of information on community needs, best practices, and providers' resources, shall not disqualify providers from submitting proposals if conducted in accordance with sections 3-142-203 and 3-143-618 of the Hawai'i Administrative Rules for Chapter 103F, HRS.

## **XV. Rejection of Proposals**

The State reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the problems involved and comply with the service specifications. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be rejected without further notice.

A proposal may be automatically rejected for any one or more of the following reasons: (Relevant sections of the Hawai'i Administrative Rules for Chapter 103F, HRS are parenthesized)

- (1) Rejection for failure to cooperate or deal in good faith (Section 3-141-201).
- (2) Rejection for inadequate accounting system (Section 3-141-202).
- (3) Late proposals (Section 3-143-603).
- (4) Inadequate response to request for proposals (Section 3-143-609).
- (5) Proposal not responsive (Section 3-143-610 (1)).
- (6) Applicant not responsible (Section 3-143-610 (2)).

## **XVI. Opening of Proposals**

Upon receipt of proposal by a State purchasing agency at a designated location, proposals, modifications to proposals, and withdrawals of proposals shall be date-stamped and, when possible, time-stamped. All documents so received shall be held in a secure place by the State purchasing agency and not examined for evaluation purposes until the submittal deadline.

Procurement files shall be open to public inspection after a contract has been awarded and executed by all parties.

## **XVII. Notice of Award**

A Notice of Award containing a statement of findings and decision shall be provided to all applicants by mail upon completion of the evaluation of competitive purchase of service proposals.

## **XVIII. Protests**

Any applicant may file a protest against the awarding of the contract using a prescribed form provided by the administrator of the State Procurement Office available on the State Procurement Office Website whose address is on the Competitive POS Application Checklist located in the Attachments section of this RFP as long as 1) an original and two copies of the protest are served upon the head of the State purchasing agency that conducted the protested procurement, and 2) one copy is sent to the procurement officer who handled the protested procurement, by United States mail, or by hand-delivery. A Notice of Protest regarding an award of contract and related matters that arise in connection with a procurement made under a competitive purchase of services shall be served within five working days of the postmark of the notice of findings and decision sent to the protester. The Notice of Protest form, SPO-H-801, is available on the SPO website (see the POS Proposal Checklist in Section 5 of this RFP). Only the following matters may be protested:

- (1) a State purchasing agency's failure to follow procedures established by Chapter 103F of the Hawai'i Revised Statutes;
- (2) a State purchasing agency's failure to follow any rule established by Chapter 103F of the Hawai'i Revised Statutes; and
- (3) a State purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the State purchasing agency.

<b>Head of State Purchasing Agency</b>	<b>Procurement Officer</b>
<b>Name:</b> Lillian B. Koller, Esq.	<b>Name:</b> Amy Tsark
<b>Title:</b> Director	<b>Title:</b> Acting Social Services Division Administrator
<b>Mailing Address:</b>  Department of Human Services P.O. Box 339 Honolulu, HI 96809	<b>Mailing Address:</b>  Department of Human Services Social Services Division 810 Richards Street, Suite 400 Honolulu, HI 96813
<b>Business Address:</b>  Department of Human Services 1390 Miller Street, Room 209 Honolulu, HI 96813	<b>Business Address:</b>  Department of Human Services Social Services Division 810 Richards Street, Suite 400 Honolulu, HI 96813

## **XIX. Availability of Funds**

The award of a contract and any allowed renewal or extension thereof, is subject to allotments to be made by the Director of Finance, State of Hawai'i, pursuant to Chapter 37, Hawai'i Revised Statutes, and subject to the availability of State and/or Federal funds.

## **XX. Criteria by Which the Performance of the Contract Will be Monitored and Evaluated**

The criteria by which the performance of the contract will be monitored and evaluated are:

- (1) Performance/Outcome Measures
- (2) Output Measures
- (3) Quality of Care/Quality of Services
- (4) Financial Management
- (5) Administrative Requirements

## **XXI. General and Special Conditions of Contract**

The general conditions that will be imposed contractually are on the SPO website (see the POS Proposal Application Checklist in Section 5 of this RFP for the website address). Special conditions may also be imposed contractually by the State purchasing agency, as deemed necessary.

## **XXII. Cost Principles**

In order to promote uniform purchasing practices among State purchasing agencies procuring health and human services under Chapter 103F, HRS, State purchasing agencies will utilize standard cost principles outlined in Form SPO-H-201 which is available on the SPO website (see the POS Proposal Application Checklist in Section 5 of this RFP). Nothing in this section shall be construed to create an exemption from any cost principle arising under federal law.

# **Section 2**

# **Service Specifications**

**RFP # HMS 301-62**

**SUPPLEMENTAL SECURITY INCOME  
LEGAL ADVOCACY SERVICES**

**STATEWIDE**



## Section 2

### Service Specifications

#### I. Introduction

##### A. Background

State of Hawaii, Department of Human Services, Social Services Division, Child Welfare Services Branch, provides social and case management services to children and their biological, extended, foster, or adoptive families to ensure safe, nurturing, and permanent families for Hawaii's children.

##### B. Purpose or Need

1. The purpose of this service is to maximize receipt of Federal funds from the Social Security Administration while maximizing assistance to disabled applicants and recipients. The State requires services to immediately seek and maximize Supplemental Security Income (SSI) benefits for eligible foster children of the Social Services Division statewide.

The Department of Human Services is responsible for approximately 2,400 children in foster care. Of these, approximately 80-90 are currently receiving Social Security benefits, either SSI or survivor's benefits. Also, approximately 461 are receiving "difficulty of care" payments from DHS for a variety of reasons which may qualify them for SSI benefits. Case-finding activities may also find other foster children, not yet identified, who may also be eligible for SSI benefits.

The Department of Human Services intends that SSI benefits be used to reimburse the Department for foster board payments made on behalf of these children. It is estimated that the average monthly SSI benefit for each eligible child will be approximately \$376. This amount will be significantly less for foster children who are eligible and claimed under Title IV-E.

2. Planning Activities:

    X     Information from funders (legislature, federal agencies, private foundations, etc.) on funding terms and conditions;

         Information from other State agencies on services to the same target group;

- \_\_\_\_\_ Views of service recipients and community advocacy groups on conditions affecting achievement of desired goals;
- \_\_\_\_\_ Views of provider organizations on how to improve service specifications; a request for information (RFI) process may have been used for this purpose;
- \_\_\_\_\_ Information from POS monitoring and other reports for current contracts; and
- X Other data (socio-economic and health trends, waiting lists for services, client satisfaction surveys, etc.).

**C. Description of the goals of the service**

1. Provide SSI benefits for all eligible DHS foster children.
2. Decrease foster care costs to the State by increasing Federal benefits that will offset those costs.

**D. Description of the target population to be served**

Children receiving foster care services from the Department of Human Services who may be eligible to receive SSI benefits.

**E. Geographic coverage of service**

Statewide including the following geographic areas:

1. Kauai
2. Oahu
3. Maui, Molokai, and Lanai
4. Island of Hawaii
  - a. East Hawaii
  - b. West Hawaii

**F. Probable funding amounts, source, and period of availability**

The source of funding will be Federal reimbursement from the Social Security Administration of State-funded foster care program expenditures. Applicants for this contract shall propose a compensation schedule. Funding will be available for the term of this contract. See part II.E below.

## II. General Requirements

### A. Specific qualifications or requirements, including but not limited to licensure or accreditation

1. As applicable for cost reimbursement contracts, the applicant shall comply with the Chapter 103F, HRS Cost Principles for Purchases of Health and Human Services identified in SPO-H-201 (Effective 10/1//98), which can be found on the SPO website (See Section 5, POS Proposal Checklist, for the website address).
2. The applicant must provide reasonable accommodations to assure the applicant's capacity to deliver services to those clients with minimal English speaking abilities or physical limitations.
3. The provider must assure and be responsible for the provision of service activities throughout the geographical area.
4. The provider must assure and be responsible for the continuity of service activities by providing full service activity in the event of staff illness, medical emergencies, vacancies, or other situations that result in program resources that are less than proposed and contracted for. The provider must not require nor depend on the Department's staff to provide service activities in the event that program resources are not available due to the above situations.
5. The provider must provide timely and accurate case documentation to the Department's staff. The documentation must include case status reports, and other documentation necessary to monitor and evaluate the quality, quantity, and timeliness of service activities.
6. When disagreement between the provider's staff and the Department's staff exists in regard to the performance of service activities within contracted specifications, the wishes of the Department of Human Services shall prevail. Failure on the part of the provider to comply shall be deemed cause for corrective action and subject to contractual remedies.

### B. Secondary purchaser participation (Refer to §3-143-608, HAR)

After-the-fact secondary purchases will be allowed.

### C. Multiple or alternate proposals (Refer to §3-143-605, HAR)

☐ Allowed                      ☒ Unallowed

**D. Single or multiple contracts to be awarded**

(Refer to §3-143-206, HAR)

☒ Single
                    
 ☐ Multiple
                    
 ☐ Single & Multiple

Criteria for multiple awards: Not applicable.

**E. Single or multi-term contracts to be awarded**

(Refer to §3-149-302, HAR)

☐ Single term ( $\leq$  2 yrs)
                    
 ☒ Multi-term ( $>$  2 yrs.)

The contract will begin on July 1, 2004, and end on June 30, 2005, with an option to extend the contract annually for a maximum of three (3) additional years subject to availability of funding as well as acceptable utilization and satisfactory performance.

**F. RFP contact person**

The individual listed below is the sole point of contact from the date of release of this RFP until the selection of the winning provider or providers. Written questions should be submitted to the RFP contact person and received on or before the day and time specified in Section I, Item IV (Procurement Timetable) of this RFP.

Randy Fonseca, Program Administrator  
 Federal Revenue and Program Support Staff  
 Social Services Division  
 Department of Human Services  
 810 Richards Street, Suite 400  
 Honolulu, Hawaii 96813

Phone: 586-5692

**III. Scope of Work**

The scope of work encompasses the following tasks and responsibilities:

**A. Service Activities (Minimum and/or mandatory tasks and responsibilities)**

1. Provide legal advocacy for all foster children potentially eligible for SSI benefits with application and/or appeal.
2. Accept referrals from the DHS social worker or other service providers of DHS foster children.

3. Review DHS case records of all foster children to identify potential SSI recipients.
4. Evaluate each child referred to determine the likelihood of a successful application and/or appeal.
5. Complete and submit applications and appeals where there is a probability of approval.
6. Pursue additional medical and other appropriate information where necessary.
7. Provide services statewide.
8. Provide easy accessibility to services.
9. Submit periodic reports on the status of children served.
10. Provide training to DHS staff as needed to facilitate the referral process.
11. Work with DHS staff to maximize successful SSI claims.
12. Comply with all applicable State and Federal statutes regarding confidentiality.

**B. Management Requirements (Minimum and/or mandatory requirements)**

**1. Personnel**

Staff shall have the necessary knowledge, skills, and experience to provide the activities requested.

Staff shall be provided the resources, information, training, and continuing education necessary to properly and adequately provide the required services.

**2. Administrative**

The provider shall sign the Administrative Assurances found in Section 5 of this RFP.

**3. Quality assurance and evaluation specifications**

All contracts shall be monitored by the Department in accordance with requirements set forth by Chapter 103F, Hawaii Revised Statutes. Annual contract monitoring may include site visits with comprehensive evaluation of several areas of performance. These include review of conformance with standard contractual requirements, agency files, and case record keeping. In addition, ongoing contract monitoring may include review of monthly and quarterly reports and periodic assessment of applicant effectiveness.

The applicant must maintain throughout the term of the contract a system of self-appraisal for evaluating the effectiveness of the activities provided. The evaluation process must include a protocol to identify success, and it must include a process for making improvements or taking corrective action based upon the evaluation findings.

4. **Output and performance/outcome measurements**

See Forms A, B, and C attached to this Section 2. Applicants must propose numbers and percentages for each blank item unless the item is shaded. These figures should be based on the estimated funding, proposed staffing, and other factors deemed relevant by the applicant.

5. **Reporting requirements for program and fiscal data**

a. **Required Program Reports:**

Unless otherwise agreed, quarterly and year-end program reports shall be submitted in a format specified by the Department in which the provider summarizes major activities undertaken during the report period. Data to be reported may includes the level of services, the number of persons served, the status of each child served, outcomes and objectives achieved, problems encountered, recommendations, and proposed future activities.

b. **Required Fiscal Reports:**

Provider shall submit invoices in the format specified by the Department.

For fixed-rate contracts no budgets or expenditure reports are required. Reports of collections of revenues from other sources of funding may be requested in a format specified by the Department.

c. **Penalties for Late Reporting**

Unless otherwise specified in the contract, quarterly program reports are due 30 days after the end of the quarter. Payment may be reduced by 15% when reports are not submitted within 60 days after the end of the quarter. If quarterly reports are not submitted within 90 days of the end of the quarter, the provider will lapse the funding for the quarter for which no reports have been received. The provider will still be required to maintain the capacity to provide the contracted level of services in spite of the reduced funding.

6. **Pricing structure or pricing methodology to be used**

Compensation for this service shall be on a contingency basis, upon receipt of SSI benefits for each successful application and/or appeal. Applicant shall propose a compensation schedule.

7. **Units of service and unit rate**

The applicant agency shall propose unit(s) and unit rate(s).

ORGANIZATION: \_\_\_\_\_

PROGRAM/SERVICE: SSI AdvocacySITE(S): DHS Sections Statewide

<b>FORM A - PEOPLE TO BE SERVED</b>	<b>FY 2004</b>
1. Number of foster children assessed for possible eligibility for SSI benefits	

<b>FORM B - SERVICE ACTIVITIES</b>	<b>FY 2004</b>
1. # of <u>assessments</u> completed to determine probable eligibility for SSI benefits.	
2. # of initial SSI applications filed.	
3. # of reconsideration reviews handled.	
4. # of administrative hearings, appeals council reviews, and/or federal court appeals handled	
5. # of workshops/trainings for DHS staff to increase their knowledge of SSI rules and application procedures.	

<b>FORM C - OUTCOMES</b>	<b>FY 2004</b>
1. Number of children approved for SSI benefits.	



# WORK PLAN FORMAT

## INSTRUCTIONS

The Work Plan format is a comprehensive guide to services provided in this program. It should describe not only what services will be offered but how those services will be provided.

In the following table complete columns B, C, and D where blank. Column B should detail how the requirements in column A will be met. If specific tasks have already been indicated in column B, provide additional information to fully describe how these tasks will be accomplished. **The RFP references in column A must be addressed in the specific tasks in column B. However, the description of the specific tasks in column B should not be limited to addressing these RFP references.** The title or position of responsible staff in column C must be consistent with the position titles used elsewhere in the proposal such as in the program organizational chart and the section on staff qualifications. **For direct services staff specified in column C, indicate backup staff to cover for the primary staff person responsible.** Column D pertains to the time line or schedule for completing specific service activities or tasks. It does not pertain to when policies and procedures will be developed or implemented.

As applicable, for RFPs numbered in the child welfare services series, HMS 301, service activities should be provided in a manner that is consistent with the following principles of family-centered practice:

- Service activities must be comprehensive, coordinated, and collaborative and provided in all designated geographic areas under the contract.
- Service activities must be culturally competent and appropriate and responsive to the strengths, needs, values and preferences of the child and family. They must be delivered in a manner that is respectful of and builds on the strengths of the family, the community, and cultural ties.
- Service activities must address the physical, social, emotional, and educational needs of the child and the family's ability to protect the child.
- Service activities must provide clear and attainable goals and objectives for each participant.
- Service activities must be individualized, addressing the unique capacities and needs of each child and family.
- Service activities must empower families to help themselves and to gain and maintain mastery and control over their ability to protect their children.

**Refer to parts II and III of Section 2, Service Specifications, of the RFP for further information and guidance on specific service activities and tasks.**

**NOTE:** A narrative format may be used instead of the table format below as long as specific tasks, responsible staff, and time line or schedule are addressed for each service activity and program requirement in column A.

**Upon request, the table format below will be e-mailed to applicants. Contact the RFP contact person specified in Section 2, part II.F of the RFP.**

# WORK PLAN FORMAT

Service: SUPPLEMENTAL SECURITY INCOME (SSI) LEGAL ADVOCACY RFP #: HMS 301-62

Agency: \_\_\_\_\_

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
1. Contract specific policies and procedures for <u>admission</u> and <u>discharge</u> including: <ul style="list-style-type: none"> <li>• Referral, intake &amp; service initiation; (cf. RFP Section 2, I.D, &amp; III.A.1,2,3,7,8)</li> <li>• Waiting lists or turn-away policies;</li> <li>• Discharge criteria &amp; process.</li> </ul>			
2. <u>Dispute resolution</u> procedures when disagreements arise with DHS staff about actions or decisions of the provider. (cf. RFP Section 2, II.A.6 for DHS disputes)			
3. Evaluate likelihood of successful application or appeal. (cf. RFP Section 2, III.A.4)			

# WORK PLAN FORMAT

Service: SUPPLEMENTAL SECURITY INCOME (SSI) LEGAL ADVOCACY RFP #: HMS 301-62

Agency: \_\_\_\_\_

A	B	C	D
SERVICE ACTIVITIES & PROGRAM REQUIREMENTS	SPECIFIC TASKS	TITLE OF RESPONSIBLE STAFF (& BACKUP)	TIME LINE/ SCHEDULE
4. Complete & submit applications & appeals. (cf. RFP Section 2, III.A.5)			
5. Pursue additional medical & other information where necessary. (cf. RFP Section 2, III.A.6)			
6. Submit periodic status reports on children served. (cf. RFP Section 2, II.A.5, & III.A.9)			
7. Provide training to DHS staff to maximize claims. (cf. RFP Section 2, III.A.11)			

# **Section 3**

# **POS Proposal**

# **Application**

**RFP # HMS 301-62**

**SUPPLEMENTAL SECURITY INCOME**  
**LEGAL ADVOCACY SERVICES**

**STATEWIDE**

## Section 3

### POS Proposal Application

#### General Instructions for Completing Applications:

- *POS Proposal Applications shall be submitted to the State purchasing agency using the prescribed format outlined in this section.*
- *The numerical outline for the application, the titles/subtitles, and the applicant organization and RFP identification information on the top right hand corner of each page should be retained. The instructions for each section, however, may be omitted.*
- *Page numbering of the POS Proposal Application should be consecutive, beginning with page one and continuing through the complete proposal.*
- *Applicants must also include a Table of Contents with the POS Proposal Application. A sample format is reflected in Section 5 of this RFP.*
- *A written response is required for **each** item unless indicated otherwise. Failure to answer any of the items will impact upon an applicant's score.*
- *Applicants are encouraged to take Section 4, Proposal Evaluation, into consideration when completing the proposal.*

#### The POS Proposal Application comprises the following sections:

- *Title Page (Form SPOH 200)*
- *Table of Contents*
- *Experience*
- *Organization*
- *Facilities*
- *Service Delivery (Work Plan)*
- *Staff Qualifications*
- *Forms A, B, and C*
- *Financial*
- *Litigation*
- *Administrative Assurances*

#### I. Experience

The applicant shall provide a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. The following information must be provided for each contract listed:

- Contract number;
- Contracting agency;
- Contact person and phone number from the contracting agency; and
- Title of service or a brief description of the service.

This will document that the contract(s) are pertinent to the service activities detailed in this RFP.

## II. Organization

The applicant shall provide:

1. An organization-wide chart showing where the proposed program fits within the applicant agency.
2. An organizational chart of the proposed program (a Program Organizational Chart) that reflects:
  - a. Each position budgeted to the program including:
    - i. Title from the position description,
    - ii. Qualification level (e.g., paraprofessional, bachelor's, master's), and
    - iii. Full time equivalency (FTE);
  - b. In each geographic area; and
  - c. The lines of authority/supervision.

**NOTE:** There must be agreement between the Program Organizational Chart and the position descriptions as to position titles and full time equivalents.

3. A justification for the staffing pattern (i.e., number and type of staff and FTEs) detailed in the Program Organizational Chart. This explanation should take into account the numbers of people to be served and the levels of service activities to be provided according to Forms A and B in Section 2 of this RFP.

## III. Facilities

The applicant shall provide a description of its facilities and demonstrate their adequacy in relation to the proposed services which includes:

- a. Existing or planned office facilities and location(s); and
- b. Existing or planned service facilities, if different than the office facilities, including general location as well as provisions for licensure if applicable.

## IV. Service Delivery (Work Plan)

The applicant shall address all of the items of the Work Plan attached to Section 2, Service Specifications, of this RFP according to the instructions attached to that Work Plan.

## V. Staff Qualifications

1. The applicant shall provide position descriptions for all direct services staff budgeted to this program directly or through subcontract; and

2. The position descriptions for direct service staff shall reflect any minimum qualifications (including experience) that may be specified in Section 2, Service Specifications, of this RFP.

## **VI. Forms A, B, and C**

The applicant must fill in numbers and percentages where items are blank on Form A-People to be Served, Form B-Services, and Form C-Outcomes. Shaded items do not need to be filled in. These forms are included in Section 2, Service Specifications, of this RFP. The applicant may propose different numbers or items than those specified as long as a justification for those differences is provided.

## **VII. Financial**

### **1. Pricing Structure**

Compensation for this service shall be on a contingency basis upon receipt of SSI benefits for each successful application and/or appeal. The applicant shall propose a compensation schedule including unit(s) of service and unit rate(s) for the service activities provided. Budget forms are not required.

### **2. Accounting System**

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents are requested as part of the POS Proposal Application:

- A copy of the applicant's most recent audit including a management letter if applicable.

## **VIII. Litigation**

The applicant shall disclose any pending litigation to which it is a party, including the disclosure of any outstanding judgement. If applicable, please explain.

## **IX. Administrative Assurances**

The Applicant shall sign and attach a copy of the Administrative Assurances that are found in Section 5 of this RFP.

# **Section 4**

# **Proposal Evaluation**

**RFP # HMS 301-62**

**SUPPLEMENTAL SECURITY INCOME  
LEGAL ADVOCACY SERVICES**

**STATEWIDE**



## Section 4

### Proposal Evaluation

#### I. Introduction

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly and impartially. Structured, quantitative scoring techniques will be utilized to maximize the objectivity of the evaluation.

#### II. Evaluation Process

The Procurement Officer, or an evaluation committee of designated reviewers selected by the head of the State purchasing agency or its Procurement Officer, shall review and evaluate proposals. When an evaluation committee is utilized, the committee will be comprised of individuals with experience in, knowledge of, or program responsibility for program service and financing.

The evaluation will be conducted in three phases as follows:

- Phase 1 - Evaluation of Mandatory Proposal Requirements
- Phase 2 - Evaluation of POS Proposal Application
- Phase 3 - Recommendation for Award

##### A. Evaluation Categories and Threshold

<u>Evaluation Categories</u>	<u>Possible Points</u>
<b>Mandatory Requirements (Phase 1)</b>	<b>Pass or Rejected</b>
<b><i>POS Proposal Application (Phase 2)</i></b>	<b>100 Points</b>
Experience	8 points
Organization	12 points
Facilities	8 points
Service Delivery (Work Plan)	42 points
Staff Qualifications	8 points
Forms A, B, and C	12 points
Financial	10 points
<b>TOTAL POSSIBLE POINTS</b>	<b>100 Points</b>

#### III. Evaluation Criteria

##### A. Phase 1 - Evaluation of Proposal Requirements

###### (1) *Administrative Requirements*

- Application Checklist
- Registration (if not pre-registered with the State Procurement Office)
- Tax Clearance Certificate

**(2) POS Proposal Application Requirements**

- POS Application Title Page (Form SPO-H-200)
- Table of Contents
- Experience
- Organization
- Facilities
- Service Delivery (Work Plan)
- Staff Qualifications
- Forms A, B, and C
- Financial
- Litigation Statement
- Administrative Assurances

**B. Phase 2 - Evaluation of POS Proposal Application (100 Points)**

**NOTE:** Applicants that address all of the required elements for a category as specified below will obtain at least a satisfactory score for that category. If they do not address all of the specified elements, they will receive less than satisfactory. If the review panel believes they addressed all of the elements and did so in an exceptional manner, the panel may award a score above satisfactory up to the maximum number of points for that category.

The panel will rate every category on a scale of 1 through 5 and convert that rating to a point score. For example, a satisfactory score for a category is calculated by dividing the maximum number of points for that category by 5 and multiplying that by 3. Each category below gives the maximum point score and the satisfactory point score in parentheses based on this system.

**1. Experience (Maximum = 8 Points; Satisfactory = 4.8 Points)**

The proposal includes a listing of verifiable experience with projects or contracts for the most recent five years that are pertinent to the service activities detailed in Section 2, Part III, Scope of Work, of this RFP. Where contracts are listed, the following information has been provided:

- Contract number;
- Contracting agency;
- Contact person and phone number from the contracting agency; and
- Title of service or a brief description of the service.

**2. Organization (Maximum = 12 Points; Satisfactory = 7.2 Points)**

The proposal includes all of the following:

- a. An organization-wide chart showing where the proposed program fits within the applicant agency.
- b. An organizational chart of the proposed program (a Program Organizational Chart) that reflects all of the following:
  - 1) each position budgeted to the program including:
    - i. title from the position description,
    - ii. qualification level (e.g., paraprofessional, bachelor's, master's), and
    - iii. full time equivalency;
  - 2) in each geographic area; and
  - 3) the lines of authority/supervision.

Furthermore, there must be agreement between the Program Organizational Chart and the position descriptions as to position titles and full time equivalents.

- c. A justification for the staffing pattern (i.e., number and type of staff and FTEs) detailed in the Program Organizational Chart. This explanation should take into account the numbers of people to be served and the levels of service activities to be provided according to Forms A and B in Section 2 of this RFP.

**3. Facilities (Maximum = 8 Points; Satisfactory = 4.8 Points)**

The proposal describes all of the following:

- a. Existing or planned office facilities and location; and
- b. Existing or planned service facilities, if different than the office facilities, including general location as well as provisions for licensure if applicable.

**4. Service Delivery-Work Plan (Maximum = 42 Pts; Satisfactory = 25.2 Pts)**

The applicant has completed all of the items of the Work Plan attached to Section 2, Service Specifications, of this RFP according to the instructions attached to that Work Plan.

**5. Staff Qualifications (Maximum = 8 Points; Satisfactory = 4.8 Points)**

- a. The proposal includes position descriptions for all direct services staff budgeted to this program directly or through subcontract; and
- b. The position descriptions for direct service staff reflect any minimum qualifications (including experience) specified in Section 2, Service Specifications, of this RFP.

**6. Forms A, B, and C (Maximum = 12 Points; Satisfactory = 7.2 Points)**

The proposal includes numbers and percentages for all items on Form A-People to be Served, Form B-Services, and Form C-Outcomes. These forms are included in Section 2, Service Specifications, of this RFP. The review panel may compare Forms A, B, and C from competing proposals and give higher scores to the more advantageous proposals. Where the applicant gives different or additional numbers than those provided by DHS, a justification is provided.

**7. Financial (Maximum = 10 Points; Satisfactory = 6.0 Points)**

**a. Pricing Structure**

Compensation for this service will be on a contingency basis upon receipt of SSI benefits for each successful application and/or appeal.

Accordingly the applicant has proposed a compensation schedule that includes unit(s) of service and unit rate(s) for the service activities provided. Budget forms are not required. The review panel may take into consideration competitiveness and reasonableness of units of service and unit rates.

**b. Accounting System**

In order to determine the adequacy of the applicant's accounting system as described under the administrative rules, the following documents have been provided as part of the POS Proposal Application:

- A copy of the applicant's most recent audit including a management letter if applicable.

**IV. Phase 3 – Recommendation for Award**

Each notice of award shall contain a statement of findings and decision for the award or non-award of the contract to each applicant.

# **Section 5 Attachments**

**RFP # HMS 301-62**

**SUPPLEMENTAL SECURITY INCOME  
LEGAL ADVOCACY SERVICES**

**STATEWIDE**

## **Section 5**

### **Attachments**

#### **ATTACHMENT**

#### **DOCUMENT**

A	Competitive POS Application Checklist
B	POS Proposal Application - Sample Table of Contents
C	Title Page (SPO-H-200)
D	Insurance Requirements (excerpts from contract)
E	Special Conditions of the Contract
F	Administrative Assurances

**ATTACHMENT A**

**COMPETITIVE POS APPLICATION CHECKLIST**

# Competitive POS Application Checklist

Applicant: \_\_\_\_\_ RFP No: HMS 301-62

The applicant's proposal must contain the following components in the order shown below. This checklist must be checked off, signed, dated, and returned to the State purchasing agency as part of the Proposal Application. \*SPO-H Forms are located on the State Procurement Office (SPO) website at <http://www2.hawaii.gov/spoh/>. Click on *Forms* and then on *Procurement Forms & Instructions for Private Providers/Applicants*.

Item	Reference in RFP	Format/ Instructions Provided	Required by Purchasing Agency	Completed by Applicant
<b>General:</b>				
<b>1. POS Proposal Application Title Page (SPO-H-200)</b>	Sections 1, 4, RFP	SPO Website*	X	
<b>2. Competitive POS Application Checklist</b>	Sections 1, 4, RFP	Section 5, RFP	X	
<b>3. Table of Contents</b>	Secs 1, 3, RFP	Section 5, RFP	X	
<b>4. POS Proposal Application (SPO-H-200A)</b>	Section 1, 3, RFP	Section 3, RFP	X	
<b>5. Registration Form (SPO-H-100A)</b>	Sections 1, RFP	SPO Website*	(Required if not Pre-Registered)	
<b>6. Tax Clearance Certificate (Form A-6)</b>	Sections 1, RFP	SPO Website*	X	
<b>7. Cost Proposal (Budget) NOTE: The following budget forms are required only when Section 2 of the RFP indicates the pricing structure is COST REIMBURSEMENT.</b>				
<b>SPO-H-205</b>	Secs 3 & 4 of RFP	SPO Website	N/A	N/A
<b>SPO-H-206A</b>	Secs 3 & 4 of RFP	SPO Website	N/A	N/A
<b>SPO-H-206B</b>	Secs 3 & 4 of RFP	SPO Website	N/A	N/A
<b>SPO-H-206C</b>	Secs 3 & 4 of RFP	SPO Website	N/A	N/A
<b>SPO-H-206E</b>	Secs 3 & 4 of RFP	SPO Website	N/A	N/A
<b>SPO-H-206F</b>	Secs 3 & 4 of RFP	SPO Website	N/A	N/A
<b>SPO-H-206H</b>	Secs 3 & 4 of RFP	SPO Website	N/A	N/A
<b>SPO-H-206I</b>	Secs 3 & 4 of RFP	SPO Website	N/A	N/A
<b>Program Specific Requirements:</b>				
<b>8. Administrative Assurances</b>	Section 3, RFP	Section 5, RFP	X	

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINT NAME



**ATTACHMENT B**

**POS PROPOSAL APPLICATION**

**SAMPLE TABLE OF CONTENTS**

**SERVICE:** SSI Legal Advocacy - Statewide

# **POS Proposal Application**

## **Sample Table of Contents**

**TITLE PAGE**

**CHECKLIST**

**TABLE OF CONTENTS**

**POS PROPOSAL APPLICATION (SPO-H-200A):**

1. Experience.....	1
2. Organization.....	3
3. Facilities.....	6
4. Service Delivery (Work Plan).....	7
5. Staff Qualifications.....	11
6. Forms A, B, and C.....	13

**REGISTRATION FORM (SPO-H-100A) – If not pre-registered**

**LITIGATION STATEMENT**

**ADMINISTRATIVE ASSURANCES**

**TAX CLEARANCE**

**ATTACHMENTS**

II. General Requirements

- A. Specific qualifications or requirements, including but not limited to licensure or accreditation
- B. Secondary purchaser participation
- C. Multiple or alternate proposals
- D. Single or multiple contracts to be awarded
- E. Single or multi-term contracts to be awarded
- F. RFP contact person

III. Scope of Work

- A. Service Activities
- B. Management Requirements
  - 1. Personnel
  - 2. Administrative
  - 3. Quality Assurance and Evaluation Specifications
  - 4. Output and Performance/Outcome Measurements
  - 5. Reporting Requirements for Program and Fiscal Data
  - 6. Pricing Structure or Pricing Methodology to be Used
  - 7. Units of Service and Unit Rate

Form A – People to be Served

Form B – Service Activities

Form C – Outcomes

Work Plan Format (as applicable)

**SECTION 3 - POS PROPOSAL APPLICATION**

General Instructions and Overview .....	3-1
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II. Organization.....	3-2
III. Facilities.....	3-2
IV. Service Delivery (Work Plan).....	3-
2	
V. Staff Qualifications .....	3-2
VI. Forms A, B, and C .....	3-3
VII. Financial.....	3-3
VIII. Litigation.....	3-3
IX. Administrative Assurances.....	3-3

## **SECTION 4 - PROPOSAL EVALUATION**

I.	Introduction.....	4-1
II.	Evaluation Process.....	4-1
III.	Evaluation Criteria.....	4-1
A.	Phase 1 – Evaluation of Proposal Requirements.....	4-1
B.	Phase 2 – Evaluation of POS Proposal Application.....	4-2
1.	Experience.....	4-2
2.	Organization.....	4-3
3.	Facilities.....	4-3
4.	Service Delivery (Work Plan).....	4-3
5.	Staff Qualifications .....	4-4
6.	Forms A, B, and C.....	4-4
7.	Financial .....	4-4
C.	Phase 3 – Recommendation for Award .....	4-4

## **SECTION 5 - ATTACHMENTS**

A.	Competitive POS Application Checklist
B.	POS Proposal Application - Sample Table of Contents
C.	Title Page (SPO-H-200)
D.	Insurance Requirements (excerpts from contract)
E.	Special Conditions of the Contract
F.	Administrative Assurances

# ATTACHMENT C

## TITLE PAGE (SPO-H-200)

**NOTE:** This form can be downloaded from the State Procurement Office website @ <http://www2.hawaii.gov/spoh>. Click on “Forms” and then click on “Procurement Forms and Instructions for Private Providers/Applicants.”

STATE OF HAWAII  
**STATE PROCUREMENT OFFICE**  
**POS PROPOSAL APPLICATION TITLE PAGE**

STATE AGENCY ISSUING RFP: \_\_\_\_\_  
**RESPONSE TO RFP#:** \_\_\_\_\_ **RFP TITLE:** \_\_\_\_\_

Check one:

- ☐ INITIAL POS PROPOSAL APPLICATION  
☐ FINAL REVISED PROPOSAL (COMPLETED ITEMS \_\_\_\_\_ - \_\_\_\_\_ ONLY)

<b>1. APPLICANT INFORMATION:</b> LEGAL NAME: _____  DBA: _____  STREET ADDRESS: _____  MAILING ADDRESS: _____	<b>2. CONTACT PERSON FOR MATTERS INVOLVING THIS APPLICATION:</b> NAME _____ Title _____ Phone # _____ Fax # _____ e-mail _____										
<b>3. TYPE OF BUSINESS ENTITY:</b> <input type="checkbox"/> NON PROFIT CORPORATION <input type="checkbox"/> FOR PROFIT CORPORATION <input type="checkbox"/> LIMITED LIABILITY COMPANY <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> PARTNERSHIP  <b>4. FEDERAL TAX ID #:</b> _____  <b>5. STATE TAX ID #:</b> _____  <b>6. SSN (IF AN INDIVIDUAL):</b> _____	<b>7. DESCRIPTIVE TITLE OF APPLICANT'S PROGRAM:</b>     <b>8. TARGET GROUP:</b>     <b>9. GEOGRAPHIC AREA(S) APPLICANT IS ABLE TO SERVE:</b> <table style="width: 100%;"><tr><td><input type="checkbox"/> EAST HAWAI'I</td><td><input type="checkbox"/> KAUAI</td></tr><tr><td><input type="checkbox"/> WEST HAWAI'I</td><td><input type="checkbox"/> LEEWARD O'AHU</td></tr><tr><td><input type="checkbox"/> MAUI</td><td><input type="checkbox"/> CENTRAL O'AHU</td></tr><tr><td><input type="checkbox"/> MOLOKA'I</td><td><input type="checkbox"/> WINDWARD O'AHU</td></tr><tr><td><input type="checkbox"/> LANA'I</td><td><input type="checkbox"/> HONOLULU</td></tr></table>	<input type="checkbox"/> EAST HAWAI'I	<input type="checkbox"/> KAUAI	<input type="checkbox"/> WEST HAWAI'I	<input type="checkbox"/> LEEWARD O'AHU	<input type="checkbox"/> MAUI	<input type="checkbox"/> CENTRAL O'AHU	<input type="checkbox"/> MOLOKA'I	<input type="checkbox"/> WINDWARD O'AHU	<input type="checkbox"/> LANA'I	<input type="checkbox"/> HONOLULU
<input type="checkbox"/> EAST HAWAI'I	<input type="checkbox"/> KAUAI										
<input type="checkbox"/> WEST HAWAI'I	<input type="checkbox"/> LEEWARD O'AHU										
<input type="checkbox"/> MAUI	<input type="checkbox"/> CENTRAL O'AHU										
<input type="checkbox"/> MOLOKA'I	<input type="checkbox"/> WINDWARD O'AHU										
<input type="checkbox"/> LANA'I	<input type="checkbox"/> HONOLULU										
<b>11. FUNDING REQUEST:</b> FY ____: FY ____: FY ____: FY ____:  TOTAL: _____	<b>10. GENERAL POPULATION(S) APPLICANT IS ABLE TO SERVE:</b> <input type="checkbox"/> INFANTS AND TODDLERS: 0-3 YEARS OF AGE <input type="checkbox"/> CHILDREN 3-5 YEARS OF AGE <input type="checkbox"/> CHILDREN: 5-10 YEARS OF AGE <input type="checkbox"/> ADOLESCENTS: 10-18 YEARS OF AGE <input type="checkbox"/> ADOLESCENTS & ADULTS: 18-21 YEARS OF AGE <input type="checkbox"/> ADULTS: 21-59+ YEARS OF AGE <input type="checkbox"/> ELDERS: 60+ YEARS OF AGE <input type="checkbox"/> FAMILIES  <b>12. LICENSING AND BUSINESS STATUS QUALIFICATION:</b> <input type="checkbox"/> APPLICANT IS PREREGISTERED. <input type="checkbox"/> APPLICANT IS NOT PREREGISTERED-FORM SPO-H-100A AND REQUIRED DOCUMENTATION IS ATTACHED.										

TYPE NAME & TITLE OF AUTHORIZED REPRESENTATIVE:

_____ AUTHORIZED SIGNATURE	_____ NAME & TITLE	_____ DATE SIGNED
-------------------------------	-----------------------	----------------------

**ATTACHMENT D**

**INSURANCE REQUIREMENTS**

**(EXCERPTS FROM CONTRACT)**

# **CONTRACT EXCERPTS**

## **POS INSURANCE REQUIREMENTS**

4/23/04

Unless otherwise indicated, the following insurance coverages are contractually required by DHS of its POS Providers:

### **1. GENERAL LIABILITY INSURANCE**

The PROVIDER shall obtain, maintain, and keep in force throughout the period of this Agreement liability insurance (the "Liability Insurance") issued by an insurance company in a combined amount of at least TWO MILLION AND NO/100 DOLLARS (\$2,000,000.00), or such lesser amount requested in writing by the PROVIDER, and, for good cause shown, approved by the head of the purchasing agency, which approval, of any, is incorporated herein by reference, for bodily injury and property damage liability arising out to each occurrence. The Liability Insurance shall provide that is the primary insurance for the State of Hawaii, the purchasing agency, and their officers, employees, and agents for any liability arising out of or resulting from occurrences connected with the PROVIDER'S performance under this Agreement. Prior to or upon execution of this Agreement, the PROVIDER shall obtain a certificate of insurance verifying the existence of the necessary liability insurance coverage, including the coverage of the State of Hawaii, and its officers, employees, and agents. If the scheduled expiration date of the liability insurance policy is earlier than the expiration date of the time for performance under this Agreement, the PROVIDER, upon renewal of the policy, shall promptly cause to be provided to the STATE an updated certificate of insurance. The certificates of insurance shall expressly provide that the insurance policy shall not be cancelled unless the insurance company has first given to the STATE thirty (30) calendar days' written notice of the intended cancellation.

### **2. AUTOMOBILE LIABILITY INSURANCE**

Automobile liability insurance as applicable for automobiles owned or leased by PROVIDER and used to carry out services specified in this Agreement shall be obtained from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii and complying with the Hawaii No Fault Insurance Law. The amount shall be at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled, except upon thirty (30) calendar days written notice to STATE.



If the PROVIDER'S employees are required to use personally owned automobiles to transport clients in order to carry out services specified in this Agreement, PROVIDER shall require said employees to have a valid driver's license and to use only vehicles for which there is automobile liability coverage of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) each person with respect to bodily injury and THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) each occurrence with respect to property damage.

If the PROVIDER'S employees are required to use personally owned automobiles to carry out services specified in this Agreement exclusive of transporting clients, PROVIDER shall require said employees to have a valid driver's license and to use only vehicles with at least minimum no-fault coverage required by law.

3. ERRORS AND OMISSIONS (PROFESSIONAL) LIABILITY INSURANCE

As applicable for professional staff, errors and omissions liability insurance issued by a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii, in a total aggregate amount that will pay up to ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance, verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

Failure of PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling STATE to exercise any or all of the remedies provided in this Agreement.

The procuring of such required policy or policies of insurance shall not be construed to limit PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of PROVIDER or its authorized representatives.

# **ATTACHMENT E**

## **SPECIAL CONDITIONS OF THE CONTRACT**

**NOTE:** The **GENERAL CONDITIONS** can be downloaded from the State Procurement Office website @ <http://www2.hawaii.gov/spoh>. Click on “Contracting” and then click on “The Contract Template – General Conditions.”

# EXHIBIT E

## SPECIAL CONDITIONS

1. **Failure to Deliver.** In addition to Section 3.5, Personnel Requirements, and Section 4.2, Termination in General, of Exhibit “D”, the General Conditions, the PROVIDER further agrees to the following: the inability of PROVIDER to provide the necessary personnel shall not be an acceptable reason for failure to complete the services required. Failure to complete any part of the services contained in Exhibit “A”, Scope of Services, and Exhibits “F” and “H” as applicable, shall be deemed to be a failure to provide the required services adequately or satisfactorily, entitling STATE to terminate this Agreement. The service shall not be deemed delivered or performance completed until all elements of each service are delivered or completed and accepted by STATE.
2. **Insurance.** In addition to Section 1.4 of the General Conditions, Exhibit “D”, in order to protect PROVIDER as well as the State of Hawaii and their officers, employees, and agents covered under the indemnification provision in this Agreement, PROVIDER shall obtain and keep in force throughout the period of this Agreement the following insurance:
  - a. Automobile liability insurance as applicable, for automobiles owned or leased by PROVIDER and used to carry out services specified in this Agreement, shall be obtained from a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii and complying with the Hawaii No Fault Insurance Law. The amount shall be at least THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) each person with respect to bodily injury and FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) each occurrence with respect to property damage. Prior to or upon execution of this Agreement, PROVIDER shall furnish STATE with a Certificate of Insurance verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

If the PROVIDER’S employees are required to use personally owned automobiles to transport clients in order to carry out services specified in this Agreement, PROVIDER shall require said employees to have a valid driver’s license and to use only vehicles for which there is automobile liability coverage of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) each person with respect to bodily injury and THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00) each occurrence with respect to property damage.

If the PROVIDER’S employees are required to use personally owned automobiles to carry out services specified in this Agreement exclusive of transporting clients, PROVIDER shall require said employees to have a valid driver’s license and to use only vehicles with at least minimum no-fault coverage required by law.

- b. Errors and omissions liability insurance issued by a company authorized to do business in the State of Hawaii, or meet Section 431:8-301, Hawaii Revised Statutes, if utilizing an insurance company not licensed by the State of Hawaii, in a total aggregate amount that will pay up to ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence. Prior to or upon execution of this AGREEMENT, PROVIDER shall furnish STATE with a Certificate of Insurance, verifying the existence of such insurance. Such certificate shall also contain an endorsement that such insurance may not be cancelled except upon thirty (30) calendar days written notice to STATE.

Failure of PROVIDER to provide and keep in force such insurance shall be regarded as failure to provide the required services adequately or satisfactorily, entitling STATE to exercise any or all of the remedies provided in this Agreement.

The procuring of such required policy or policies of insurance shall not be construed to limit PROVIDER'S liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement. Notwithstanding said policy or policies of insurance, PROVIDER shall be obliged for the full and total amount of any damage, injury, or loss caused by the negligent act or omission of PROVIDER or its authorized representatives.

3. **Notice.** Any notice, bill, invoice, report, request, correspondence, approval, communication or demand that either party desires or is required by this Agreement to give the other party shall be in writing and either served personally or sent through the United States Postal Service by pre-paid first class mail to the addresses noted below. Either party may change its address by notifying the other party of the change in address in writing. Notices of the change in address shall be deemed communicated within forty-eight (48) hours from the time of mailing if mailed as provided in this paragraph.

**STATE:**        **Department of Human Services**  
                      **Social Services Division**  
                      **Support Services Office**  
                      **Purchase of Services Unit**  
                      **810 Richards Street, Suite 501**  
                      **Honolulu, Hawaii 96813**

**PROVIDER:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. **Force Majeure.** Neither party shall be held responsible for delays or failures in performance resulting from acts beyond control of such party. Such acts shall include, but not be limited to, acts of God, labor disturbances, riots, acts of war, epidemics, government regulations imposed after the fact, fire, flood, communication line failures, power failures, shortages of transportation, earthquakes, hurricanes, or other causes beyond such party's control, provided that such party notifies the other party of such delay and the reason therefore as soon as practicable after its occurrence and requests extension prior to the specified date of product delivery, service, reports, or responses.
5. **Modifications of Agreement.** In addition to Section 4.1, Modifications of Agreement, of the General Conditions, Exhibit "D", the party requesting an amendment, modification, alteration, change, or extension of any term, provision, or condition of this Agreement shall allow thirty (30) calendar days for consideration and approval of the request.
6. **Confidential Information.** In addition to Section 2.1, Confidentiality of Material, of the General Conditions, Exhibit "D", the PROVIDER further agrees to the following: All information and records about or for the clients served, secured from clients, STATE, or any other individuals or agencies by PROVIDER, or prepared by PROVIDER for STATE, in satisfaction of this Agreement, shall be confidential and shall not be made available to any individual or organization by PROVIDER without prior written approval of STATE, subject to provisions of applicable State of Hawaii and Federal statutes, and State of Hawaii Administrative Rules. To insure the confidentiality of all such information and records, PROVIDER shall immediately refer all inquiries for information, including subpoenas, to the AGENCY'S Social Services Division Administrator or representative.
7. **Copyright and Patent.** In addition to Section 2.2, Ownership Rights and Copyright, of the General Conditions, Exhibit "D", the PROVIDER further agrees to the following: no summary, report, map, chart, graph, table, study or other document or discovery, invention, or development produced in whole or in part under this Agreement shall be the subject of an application for copyright or patent by or on behalf of the PROVIDER, its officers, its agents, its employees, or its subPROVIDERS without prior written authorization from the Director. It is strictly understood that all finished or unfinished documents, reports, summaries, lists, charts, graphs, maps, or other materials prepared by the PROVIDER and all discoveries, inventions, or developments produced in whole or in part under this Agreement shall be the property of STATE.
8. **State Audit Requirement.** The PROVIDER shall have an annual audit conducted by an independent Certified Public Accountant to verify that its financial management system and internal control procedures are effective in meeting the terms and conditions of this Agreement. The PROVIDER shall obtain an audit in accordance with generally accepted auditing standards, and shall furnish a copy of such audit to STATE. This requirement shall apply to all the PROVIDERS receiving general funds from STATE.

An audit under this provision shall NOT be required if both of the following conditions are met:

- a. The PROVIDER is subject to the federal audit requirements specified below; and

- b. The federal audit addresses whether the PROVIDER's internal control procedures are effective in meeting the terms and conditions of this Agreement.
9. **Federal Audit Requirement.** The PROVIDER spending Three Hundred Thousand (\$300,000) or more per year in federal financial assistance shall be subject to federal audit requirements under Office of Management and Budget (OMB) Circular A-133, "Audits of State, Local Governments, and Nonprofit Organizations." The PROVIDER shall furnish a copy of any such audit to STATE.
10. **Federal Funds.** In addition to Section 1.1.2, Federal Funds, of the General Conditions, Exhibit "D", when receiving Federal Funds, the PROVIDER shall comply with all regulations and requirements of the expending Federal agency and complete all required forms and documents. The PROVIDER shall allow full access to records, reports, files, and other documents so that the program, management, and fiscal practices may be monitored by federal representatives directly connected with the program under this Agreement.
11. **Accounting System.** The PROVIDER shall maintain an adequate accounting system for keeping procurement and financial records required by STATE, and shall maintain books, records, documents and other evidence which sufficiently and properly reflect all funds received, all direct and indirect expenditures of any nature related to PROVIDER'S performance and provide an adequate audit trail to support the claims for reimbursement under this AGREEMENT. The requirements for an adequate accounting system shall include, but are not limited to:
- The ability to keep all the procurement and financial records accurately as required by law, the purchasing agency, or the state procurement office;
  - The ability to permit timely development of all necessary cost data in the form required by the specific contract type contemplated; or
  - Compliance with generally accepted accounting principles.
12. **Maintain Records.** In addition to General Conditions, Exhibit "D", Section 2.3, Record Retention, PROVIDER shall maintain statistical, clinical and administrative records pertaining to services of this Agreement. The records shall be subject at all reasonable times to inspection or review by STATE or Federal representatives directly connected with the program area under this Agreement.
13. **Intent to Reduce, Terminate or Deny Services.** The PROVIDER shall notify STATE of its intent to reduce, terminate or deny services to a STATE referred individual or family at least fourteen (14) working days before the date of termination or denial of services, except in cases which require immediate termination, or as stated elsewhere in this Agreement.
14. **For Business Termination.** In addition to the requirements of Section 4.2, Termination in General, in the General Conditions, Exhibit "D", PROVIDER further agrees to the following: if PROVIDER shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the

appointment of a receiver for its business or assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of rights of creditors, then at the option of STATE this Agreement shall terminate and be of no further force and effect and any property or rights of STATE, tangible or intangible, shall immediately without further notice or demand, be returned to STATE.

15. **Equipment.** If more than fifty percent (50%) of total contract funds specified in Exhibit “B” of this Agreement are paid according to a cost reimbursement pricing methodology, then all equipment purchased with contract funds under this Agreement including items of personal property, as distinguished from real property, that have an acquisition cost of \$250.00 or more per item and with an expected life of more than one year, shall remain the property of STATE. Following the Agreement period, all equipment shall be reported in the final fiscal report to STATE. Disposition of said equipment shall be prescribed by STATE.
16. The PROVIDER shall furnish insurance certificates pursuant to Exhibit “D”, General Conditions, Section 1.4, and this Exhibit “E”, Special Conditions, Section 2, within 30 days of the initiation of this contract, if said insurance certificates are not submitted to State prior to or upon execution of this Agreement. The required insurance must be in effect as of the effective date of this Agreement.
17. Exhibit “D,” General Conditions, item 1.6, Reporting Requirements, is revised as follows:

The PROVIDER shall submit a Final Project Report to the STATE containing the information specified in Exhibit “B” to this Agreement if applicable, or otherwise satisfactory to the STATE, documenting the PROVIDER’s overall efforts toward meeting the requirements of this Agreement, and where applicable in Exhibit “B,” listing expenditures actually incurred and units actually delivered in the performance of this Agreement. The PROVIDER shall return any overpayments to the STATE.

18. **Option to Extend.** STATE and PROVIDER may agree in writing to extend the terms of this Agreement in accordance with any of the following that are checked:

<input type="checkbox"/>	The provisions of the Request for Proposals.
<input type="checkbox"/>	The provisions of Hawaii Administrative Rules at §3-149-301 regarding the extension of existing contracts during a procurement process.
<input type="checkbox"/>	When the Agreement was exempt from procurement rules in accordance with Hawaii Administrative Rules at §3-141-503.
<input type="checkbox"/>	If STATE and PROVIDER agree to an extension to utilize unspent funds.

19. As stated in Section 508 of Public Law 103-333, with regard to statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to State and local governments and recipients of federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
20. **Environmental Tobacco Smoke.** The Provider must comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.

The Provider further agrees that the above language will be included in any subawards which contain provisions for the children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

21. **Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions.** The Provider agrees that any subgrantee under this agreement, also known as a lower tier participant under federal regulations, shall sign the following Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tiered Covered Transactions:
- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
22. **Nondiscrimination.**
- a. **Race, Color, and National Origin.** In accordance with Part 80 of Title 45 of the Code of Federal Regulations which effectuates Title VI of the Civil Rights Act of 1964, the Provider and any subgrantees hereby assure that no person shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.



- b. **Handicap.** In accordance with Part 84 of Title 45 of the Code of Federal Regulations which effectuates section 504 of the Rehabilitation Act of 1973, the Provider and any subgrantees hereby assure that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity funded under this Agreement.
  - c. **Sex.** In accordance with Part 86 of Title 45 of the Code of Federal Regulations which effectuates Title IX of the Educational Amendments of 1972 as well as section 844 of the Educational Amendments of 1974, the Provider and any subgrantees hereby assure that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any educational program or activity funded under this Agreement.
  - d. **Age.** In accordance with Part 91 of Title 45 of the Code of Federal Regulations which effectuates the Age Discrimination Act of 1975 and except as may be specified in the Scope of Services of this Agreement, no person shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded under this Agreement.
23. **Certification Regarding Lobbying.** The Provider and any subgrantees shall sign and submit to State the Certification Regarding Lobbying as required by New Restrictions on Lobbying, Part 93 of Title 45 of the Code of Federal Regulations.
24. During the term of this Agreement the parties will be renegotiating terms and conditions related to the performance of the PROVIDER including but not limited to measurable outcomes, benchmarks for monitoring timely and adequate provision of services, special reporting requirements, pricing methodology, units of service, unit rates, penalties, incentives, and bonuses. At the time of the renegotiation either party has the right to terminate this Agreement under Exhibit "D", General Conditions, paragraph 4.3 or 4.4 as applicable. Any amendments to this Agreement will not constitute a fundamental change as defined in §3-149-303(d) of Hawaii Administrative Rules. A fundamental change is one which "is so great that a reasonable purchasing agency would in light of all the circumstances, re-procure the required services instead of amending an existing contract in order to assure that the state is receiving the most advantageous bargain."

# **ATTACHMENT F**

## **ADMINISTRATIVE ASSURANCES**

# CERTIFICATION REGARDING LOBBYING

## Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Signature

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Title

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Organization